



MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT

**Between
The Red Cliff Band of Lake Superior Chippewa
Bayfield County, Wisconsin
&
The Bayfield School District**

This **Memorandum of Understanding and Mutual Support** is consistent with the United States Department of Justice, Community Relations Service (CRS) congressional mandate as detailed in the Civil Rights Act of 1964 (42 U.S.C. §2000g). CRS provides assistance to communities in resolving disputes, disagreements or difficulties related to conflicts and tensions based on race, color, and national origin. CRS also works with these parties to help communities prevent and respond more effectively to violent hate crimes committed on the basis of actual or perceived race, color, national origin, gender, gender identity, sexual orientation, religion, or disability.

This **Memorandum of Understanding and Mutual Support** [hereinafter referred to as the **MOU**] addresses issues of mutual interest of the Red Cliff Band of Lake Superior Chippewa, Bayfield County, Wisconsin & the Bayfield School District [also known as "**the Parties**"] in Bayfield, Wisconsin;

Whereas, the issues of mutual interest to the parties include promoting positive perceptions and improving the nature and scope of interactions between Red Cliff Nation tribal members, employees and law enforcement of Bayfield County and the Bayfield School District; —the school-age members and all of the Red Cliff Nation; and,

Whereas, the intention of this MOU is to provide a framework for respectful and cooperative communication that utilizes consensus building for improving agreements, programs and relations that affect Red Cliff Nation tribal members; and,

Whereas, primary outcome intended by this MOU is to improve the planning and coordination of agreements programs and relations between Bayfield County, The Bayfield School District and the Red Cliff Nation, affecting law enforcement, tribal county relations and the education of Students and members of the Red Cliff Nation; and,

Whereas, the parties intend to clarify their relationship in order to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate best practices between their agencies; and,

Whereas, Bayfield County and the Bayfield School District are political bodies, duly incorporated, organized and operated pursuant to federal and Wisconsin State Statutes, responsible for governance, education, law enforcement and possession, care, control and management of the property and affairs of the school district, with the statutory authority to do all things reasonable within the comprehensive meaning of the terms of its duties and powers; and,

Red Cliff Nation, Bayfield County Bayfield School District MOU

Whereas, the Red Cliff Nation's mission is to promote, plan and provide for the health, welfare, education, environmental protection, cultural preservation and economic well being of tribal members and to protect treaty rights now and in the future and,

Whereas, Bayfield County and the Bayfield School District and the Red Cliff Nation have a responsibility for the provision of governance, mutual law enforcement and education to school-age tribal members, it is critical to the quality of services that staff and representatives from each party understand and consult with one another to ensure that needed services are provided in a manner that is efficient, timely, culturally appropriate and effective; and,

Whereas representatives of the Red Cliff Nation and Bayfield County and the School District of Bayfield, Wisconsin have met on five occasions, June 22, 2011, July 28, 2011, September 2, 2011, January 26, 2012 and February 29, 2012 to discuss matters affecting county governance, mutual law enforcement, quality education and issues of mutual concern to the parties; U.S. Department of Justice Community Relations Service provided mediation services for the parties involved, and,

Therefore, the Parties hereby resolve and agree that, in going forward; they will mutually support and adhere to the following principles, and exert their best efforts in doing so:

I. Parties

School District of Bayfield
300N 4th Street
Bayfield, Wisconsin 54814
Phone No. 715-779-3201

----And----

Bayfield County
PO Box 878
117 East Fifth Street
Washburn, WI 54891
Phone No. 715-373-6181

-----And-----

Red Cliff Tribe
88385 Pike Rd., Hwy 13
Bayfield, WI 54814
Phone No. 715-779-3700

II. Meetings and Consultations

A. Participation and Use. All Parties agree to participate at regular meetings related to issues of mutual concern. A minimum of quarterly county meetings or a meeting every other month in each annual school year for the school district will constitute the term of regular meetings between the parties as mutually scheduled.

B. County Government – The Red Cliff Tribe and the Bayfield County Government agree to participate in periodic meetings with the Bayfield County Board Chairperson, the Red Cliff Chairperson, tribal and county law enforcement chiefs. The Tribe and County also agree to strive to have a joint Tribal / County Council / Board meeting.

C. Tribal County Relations Committee: A four member committee made up of two Bayfield County and two Red Cliff tribal members, appointed by the respective chairs, shall meet quarterly to discuss issues of mutual concern including but not limited to law enforcement and human services. The County Board Chair and Tribal and Council Chair shall attend these meetings as often as possible.

III. Employment and Recruitment

Bayfield County and the Red Cliff Nation agree to work collaboratively to improve diverse representation of employees in Bayfield County government departments and agencies. The objective of this effort is to work towards a racial balance in employment to reduce the perception and/ or the reality of bias and to achieve equity in the delivery of education, programs and services.

The parties also agree to share information about employment opportunities as they become available. Communication about such opportunities shall be mutually shared within 48 hours of job postings via e-mail, fax or internet.

IV. Law Enforcement

A. The Bayfield County Sheriff and the Red Cliff Tribal Police Chief agree to meet on a quarterly basis to discuss county-tribal relations including but not limited to issues and items in the County / Tribal Law Enforcement Agreement.

B. The Bayfield County Tribal County Relations Committee shall meet and discuss to the point of resolve the annual County tribal Law Enforcement Agreement Funding. Decisions of the committee shall be recommended to the Bayfield County Board and Tribal Council for approval.

C. The Bayfield County Sheriff and the Red Cliff Tribal Police Chief agree to jointly explore funding and grant opportunities to mutually benefit crime prevention and to improve law enforcement relations between the Tribe, County and the constituents that they serve.

D. Bayfield County agrees to meet with the Education Division of the Red Cliff Tribe which will recommend consultants to discuss and schedule training opportunities on presenting Ojibwe RC Culture and Spirituality Awareness training to Bayfield County personnel.

V. Red Cliff Child and Family Services Department (Social Services)

A. Social Services Intervention. Bayfield County Human Services and the Bayfield School District recognizes the authority of the Red Cliff Nation Family Services Division under the Federal Indian Child Welfare Act and the Red Cliff Children's Code when construed consistently with federal and state law, to investigate allegations of child abuse and neglect of Red Cliff children when jurisdiction is retained by the Red Cliff Nation. Bayfield County Human Services and the Bayfield School District agree to work cooperatively with the Red Cliff Family Services Division investigating allegations of child abuse and neglect under their jurisdiction.

B. Training. To improve awareness and understanding of tribal protocol on the issue of the investigation of child abuse and neglect, the Bayfield School District agrees to offer its staff and teachers training on topics related to Ojibwe RC children, including, but not limited to:

- Cultural Sensitivity & Tribal Sovereignty
- Confidentiality Requirements
- Indian Child Welfare Act and Placement Preferences
- Red Cliff Nation Children and Families Act
- Training About this MOU
- Communication and Notification
- Enrollment Rights of Red Cliff Children and Parents

C. The parties acknowledge that the State of Wisconsin requires child protective service workers to get training on confidentiality and Indian Child Welfare. Bayfield County agrees to provide new staff orientation training on the Memorandum of Understanding. Red Cliff agrees to provide Bayfield County Social Work staff annual training specific to Ojibwe RC Culture and Spirituality Awareness and Tribal Sovereignty, and the Red Cliff Nation Children's Code.

D. Confidentiality. The Parties also agree that the confidentiality and privacy of the student and their families shall be protected at all times during investigations of child abuse or neglect consistent with Wisconsin, federal, and Red Cliff Nation laws. A written protocol from the Bayfield School District for conducting investigations, which will include Red Cliff Nation Social Services investigators, during the school day at the Bayfield School District, will be jointly developed by the Parties and their attorneys. This protocol will be completed by January 1, 2013.

VI Truancy

Representatives from the Red Cliff Education and Family Services Divisions, Bayfield County Family Services, Bayfield County Clerk of Courts, Red Cliff Police Department, Red Cliff Tribal Court, and the Bayfield School District agree to work together at meetings prescribed in this MOU toward developing uniform protocols, practices and policies on truancy for all students in the Bayfield School District. These uniform truancy policies shall be consistent with or will enhance the current State of Wisconsin statute 118.163 (1) (a) to accommodate the needs and interest of the parties herein without appearance of a discriminatory impact while encouraging compliance through trust.

VII. Dispute Resolution

The parties agree to utilize every means necessary to resolve disputes through mutually respectful dialogue to avoid polarization, resentment, and tension. The parties may seek assistance from the U.S. Department of Justice Community Relations Service or any recognized formal dispute resolution service in Wisconsin. Each party reserves its right to pursue any and all remedies available under the law in the event the other party fails to comply with any legal obligation.

VIII. Voluntary Agreement and Ethics Disclaimer

This MOU is the result of voluntary mediation between the parties and is not a result of duress, coercion, or undue influence. Nothing in this MOU should be taken as an admission of wrongdoing by either party and the terms and conditions contained herein are non-contractual and create no independent contractual obligation and/or duties upon any of the parties hereto. It being distinctly understood and agreed that no party to this MOU shall institute or prosecute any judicial or administrative proceedings of any kind or nature to enforce any of the terms and conditions.

IX. Terms of Agreement

All of the aforementioned tenets of this agreement shall be reviewed after five years from the date of signing. Signatory parties of this MOU at that time may choose to amend, extend or dissolve the agreement based on evidence of good faith, mutual compliance and benefits to the Red Cliff Nation and Bayfield School District resulting from this relationship.

It is also understood that the parties of this MOU agree to work in earnest and convene themselves regularly during the annual terms specified to uphold the tenants of the MOU as described herein.

X Party and Third Party Rights

Nothing in this MOU is intended to create, nor shall anything in it be construed as creating, any rights in any third party entity or person that would not exist independently of this MOU.

XI. Consummation and Ratification

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this 5th day of April, 2012, and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization by the organizations on behalf of which they are signing:

Red Cliff Nation, Bayfield County Bayfield School District MOU

Bayfield County:

The Red Cliff Nation

By: *Paul King*
Paul Desautels

Rose Soulier

Bayfield School District:

Cindy Sand
Craig Hopman

Witnessed By: *Kenith R. Bergeron*
Kenith R. Bergeron
Senior Conciliator Specialist
Community Relations Service
U.S. Department of Justice